It should be distinctly understood that the acceptance by us of your quotation will be subject to the following conditions :—

Withdrawal from the quotation after it is accepted or failure to make the supply within the specified time or according to specifications will entail cancellations of the order and purchases being made at your expense from other sources in addition to the levy of a penalty of 3 per cent of the value of the order as and by way of liquidated damages. In such an event, the Stores Purchase Committee reserve the right to remove your name from the list of approved firms.

The quotations should be superscribed "Quotations for Steel Rails for Marconahalli Reservoir Division" with the above enquiry number.

This enquiry will be closed on the 2nd January 1940.

SCHEDULE.

Item No.	Description of material offered	Quantity	Price quoted F. O. R.	Time of delivery
1	Steel Rails of 75 lbs. section, 42 feet in length	Five.	Tumkur.	

N.B.—The names of manufacturers should be specified.

Yours faithfully,
MIR SAFDAR HUSSAIN,
Secretary,
Stores Purchase Committee.

FOREST DEPARTMENT.

HASSAN DISTRICT.

Notification dated 9th December 1939.

SALE OF TIMBER.

The undermentioned quantities of timber will be sold by public auction under the following conditions at the following depot by the District Forest Officer, Hassan District (from 2 P.M. to 5 P.M.) on the date noted below :—

Sl. No.	Name of depot	Description of timber	Quantity	Place and date of sale
1	Bhakthavalli ..	Teak Poles ..	150 Poles	Bhakthavalli, on 6th January 1940

Conditions.

1. Each bidder shall place a deposit of Rs. 200 with the officer conducting the sale, but defaulters to the department will not be allowed to bid at the sales.

In the case of purchasers of timber in small quantities, full value thereof will be accepted if tendered on the spot and the payment of deposit in such cases will not be insisted upon.

2. Any person bidding at the sale may be required by the officer conducting the sale to state whether he is bidding on his own behalf or as an agent, and in the latter case, to produce a written authority duly signed by the principal.

3. The highest bidder shall ordinarily be the purchaser, but the officer conducting the sale can reject any bid or stop the sale at any stage without assigning any reason to the intending purchasers.

4. Immediately after the lot is knocked down to him, the successful bidder shall sign his name opposite the number and specification of the lot bought by him in a book provided for the purpose. Such signature shall be held as admission on his part of having bought such lot and of having accepted the terms of the sale as herein specified. All sales of which the amount exceeds Rs. 1,000 in each case is subject to the confirmation of the Conservator of Forests, Shimoga, and in other cases to that of the District Forest Officer.

5. After conclusion of the sale, each purchaser shall pay 10 per cent of the amount in cash to the officer conducting the sale and obtain in return from him a receipt vouching for the payment of the one-tenth value as well as the initial deposit of Rs. 200. Should any purchaser fail to comply with this

rule, the initial deposit of Rs. 200 shall at once be forfeited to Government, and the officer conducting the sale shall be at liberty to resell the timber purchased by such defaulter who shall be required to make good any loss, but shall not participate in any profit from such resale. The amount due by such defaulter on account of loss from resale shall be recovered from him as a revenue demand under Section 79 of the Mysore Forest Act. In calculating such losses, the initial deposit forfeited to Government shall not be taken into account.

In cases of resales for default of payment of value, where no bidders are forthcoming, it will be open to the District Forest Officer to fix such price as may appear to him reasonable and to proceed for the recovery from the defaulter of the balance, if any, after deducting the price so fixed from the original sale amount. A registered notice should be issued to the defaulter intimating the price fixed by the District Forest Officer for the unsold wood and the amount still due from him which will be recovered as arrears of land revenue.

6. The deposits tendered by the unsuccessful bidders shall be returned immediately after the sales are concluded, those of successful bidders being lodged in the Savings Bank as security deposit.

7. The full value of all timber purchased shall be paid for within 30 days after the date of notice of confirmation of the sale. The money shall be paid into such treasury as the District Forest Officer may direct within the time specified.

No extension of time will be given for the payment of any amount, but if any amount is permitted to be paid after the due date, interest will be charged thereon at 6¼ per cent per annum.

8. If the amount is not fully paid for by the purchaser before the date fixed above, the initial deposit as well as the other moneys already paid in shall be forfeited to Government and all or any portion of the timber not fully paid for shall be resold at the risk of the purchaser in the manner prescribed for default of payment of one-tenth value in clause 5 *supra*.

9. No timber lot shall be permitted to be removed by the purchaser unless it has been paid for in full, calculated at the rates at which the timber is knocked down to him at the time of sale, excluding the 10 per cent deposit paid for the lot at the time of the sale, and no timber shall be removed from the depot unless a permit is obtained from the Forest Officer in charge of the depot. The earnest money will not be adjusted towards the value of timber until 90 per cent of the purchase money over and above the security deposit has been paid.

10. The timber purchased should be removed as early as possible, and in no case should it be allowed to remain longer than 90 days after the dates fixed in clause 7 *supra*. Timber not removed after purchase will remain in the depot at the risk of the purchaser from the date of the confirmation of the sale.

11. If the timber is not removed within the time allowed, the same may, after ten days' notice to the purchaser, be sold in public auction and the proceeds will be given to the purchaser after defraying all the expenses in connection with the resale.

12. The deposit of Rs. 200 will remain as security for the due fulfilment of all and every one of the terms of sale, on the breach of any of which by the purchaser, the District Forest Officer shall be entitled to forfeit the deposit in whole or in part and in the event of such forfeiture, the sum so forfeited shall be immediately made good by the purchaser so long as the transaction is not finally closed. The security deposit or the balance thereof, if any, shall be returned to the purchaser after the full value of timber purchased has been paid for and the timber fully removed.

D. NARASIMHAMOORTHY RAO,
District Forest Officer.

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